

REQUEST FOR BID PROPOSALS

**For Snow and Ice Removal Services
At various New Hampshire State Liquor Commission Locations**

GENERAL INFORMATION:

RFP Issue Date: Friday, August 26, 2005

Proposal Number: RFP-Snow 2005-2008

Deadline for Bid Submission: Friday, September 16, 2005 at 9:00 am

Date of Bid Opening: Friday, September 16, 2005 Time of Bid Opening: 9:30 am

To be eligible to submit a bid; all potential bidders must attend a mandatory pre-bid meeting to be held on Monday, September 12, 2005 at 9:30 am at 50 Storrs Street, Concord, NH. Please RSVP to Tina Demers at 271-1724 if you plan to attend

Bids must be received at the New Hampshire State Liquor Commission Main Office before **9:00 a.m. on Friday, September 16, 2005.** Bids received after this time will **NOT** be accepted.

Bids must be made on the enclosed bid form and must be typed or clearly printed in ink, and signed. Corrections must be initialed.

Bids that are not complete or are unsigned will not be considered.

Faxed Bids will **NOT** be accepted.

Bids will be made public at the time of the opening. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business-size envelope.

PLEASE NOTE: For bid opening return:

Return the Completed Bid Package with the bidder's proposal sheet signed and completed, and attach all documents as requested in a sealed manila envelope with the following indicated on the exterior of the envelope:

**"Proposal for Snow and Ice Removal Services
at various State Liquor locations
50 Storrs Street, Concord NH -- RFP - Snow 2005-2008"**

PLEASE DIRECT ANY QUESTIONS REGARDING THIS PROPOSAL TO: Mr. John Tower, Maintenance Engineer , PHONE: 271-1710

PROPOSAL FOR: Snow and Ice Removal Services for various State Liquor Commission locations

Unless specifically deleted by the N.H. State Liquor Commission, the following General Terms and Conditions apply to this Proposal and any resulting Contract.

GENERAL CONDITIONS FOR BIDDING AND CONTRACTS FOR MATERIALS, EQUIPMENT AND SUPPLIES

NATURE OF PROPOSAL AND ELIGIBILITY TO BID.

The proposal is submitted in accordance with Chapter 21-1 and Chapter 8, and rules promulgated thereunder, and constitutes a firm and binding offer. The determination of whether a bid proposal may be withdrawn is solely at the discretion of the N.H. State Liquor Commission. However, in no event shall a proposal be withdrawn unless the request for withdrawal is filed within five days of the date of bid opening, and the bidder establishes that the bid contains a material mistake, and that the mistake occurred despite the exercise of reasonable care.

Proposals may be Issued only by the N.H. State Liquor Commission to authorized vendors and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned.

Items left for demonstrations purposes shall be delivered and installed free of charge and shall be removed by the vendor at no cost to the State. Said demonstrations units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the N.H. Liquor Commission before the date and time specified for the opening. Bids must be made on the official bid proposal and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling. Bids that are not complete or unsigned will not be considered.

Bids will be made public at the time of the opening and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business-size envelope.

SPECIFICATIONS. Vendors must bid on items as specified. Any proposed changes must be detailed in writing and received at the N.H. Liquor Commission at least five (5) days prior to the bid opening. Vendors shall be notified in writing if any changes to bid specifications are made. Verbal agreements or instructions from any source are not authorized.

AWARD. The award will be made to the responsible bidder meeting specifications at the lowest cost unless other criteria are noted in the proposal. Unless other criteria are noted in the proposal, the award may be made by individual items. The State reserves the right to reject any or all bids or any part thereof.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received with respect to price, award will be made by drawn lot.

Discounts will not be considered in making award but may be offered on the invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of invoice, whichever is later. On orders specifying split delivers, discounts will apply on the basis of each delivery or receipt of invoice, whichever is later.

DELIVERY. If the vendor fails to furnish items and/or service in accordance with all requirements, including deliver, the State may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the State for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All delivers are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with theses rules has been established State personnel signatures on shipping documents shall signify only the receipt of shipment.

INVOICING. All invoices must be in triplicate showing Order number, Unit and Extension Prices and Discounts Allowed. A separate invoice shall be submitted for

each order. Unless otherwise noted on the proposal or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

PATENT INFRINGEMENT: Any bidder who has reason to believe that any other bidder will violate a patent should such bidder be awarded the contract shall set forth in writing, prior to the date and time of bid opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The contractor/vendor hereby agrees that it will assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which affect the price of goods or services obtained by the State under this contract if so requested by the State of New Hampshire.

TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

SPECIFICATION COMPLIANCE. The vendor may be required to supply proof of compliance with bid specifications. When requested, the vendor must immediately supply the N.H. State Liquor Commission with certified test results or certificates of compliance. When none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the vendor.

FORM OF CONTRACT. The terms and conditions set forth on the following pages are part of the proposal and will apply to any contract awarded the bidder unless specific exceptions are taken and accepted by the N.H. State Liquor Commission.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this Proposal at the price(s) quoted in complete accordance with all conditions of this Proposal.

Bidder: _____

Address: _____

Telephone #: _____

Fax #: _____

By: _____

THIS BID IS NOT VALID UNLESS SIGNED BY A PERSON
AUTHORIZED TO LEGALLY BIND THE BIDDER.

Type or Print Name and Title

EXHIBIT A - PART ONE

SCOPE OF SERVICES

A. SCOPE OF SERVICES:

1. The State of New Hampshire Liquor Commission proposes to enter into an agreement with a contractor to provide snow and ice removal services at the New Hampshire State Liquor Commission locations listed herein.

THIS PROJECT CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND TRANSPORTATION NECESSARY TO PROVIDE SNOW AND ICE REMOVAL SERVICES AT LOCATIONS LISTED AND DESCRIBED HEREIN, INCLUDING BUT NOT LIMITED TO.

2. The State of New Hampshire proposes to enter into an agreement with a contractor to provide snow and ice removal services at the locations listed in Exhibit B. The purpose for this proposal is to provide the Liquor Commission with comprehensive professional snow and ice removal. The Contractor will provide all management, personnel, materials, equipment, and transportation necessary to provide services for all locations listed in Exhibit B

NOTE: IT IS NOT A REQUIRMENT THAT ONE BIDDER MUST SERVICE ALL LOCATIONS LISTED IN EXHIBIT B. FEEL FREE TO BID ON THE LOCATIONS YOU FEEL BEST SUITED TO HANDLE.

3. Snow removal services shall include snow plowing, removal and disposal of snow, removal of ice and ice build-up, sanding and salting as needed to maintain bare pavement as weather will permit, and ensuring proper and safe access to the building and parking lots during normal hours of operation.
4. Prior to the first snowfall to avoid the possibility of damaging curbing, shrubs, manholes, cyclone fencing, aluminum rail fencing, guard rails, electrical junction boxes and any other areas that are susceptible to damage because they are easily concealed by snowfall shall be staked out (clearly marked/identified) by the Contractor. The snow is to be pushed back to these boundary areas, in accordance with instructions supplied by Maintenance Engineer, John Tower, who can be reached at 271-1710. The Contractor shall not commence work until a conference is held at which representatives of the Contractor and the State are present. The conference will be arranged by the State.
5. Plowing is to be started within one (1) hour after the accumulation of snow that is greater than two (2) inches. If an evening snowstorm occurs, snow removal services must be completely performed by contractor approximately one (1) hour before the building opens. If a daytime snowstorm occurs, the contractor must perform snow removal services promptly after accumulation reaches two (2) inches and removal shall continue after each additional two (2) inches of accumulation.
6. Snow is to be cleared from all entrances, exits, walkways, and all parking areas at the listed locations.
7. Snow must be hauled away from the premises of all locations, when necessary to have complete access to parking areas, entryways, exits, and loading areas. **Use of front-end loaders and dump trucks are at the vendors expense, and therefore should be included when bidding.**
8. To eliminate ice build-up at the listed locations, the New Hampshire State Liquor Commission is requiring that **the vendor salt, sand, and scrape ALL SURFACES after every ice and/or snow storm.**
9. Salt CAN NOT be used on any concrete surface. An approved ice melt or other substitute may be used. This will eliminate any damage to the concrete surfaces and reduces the contractor liability for repairs.
10. Sanding and/or salting shall be performed on parking lots, walkways, store entrances and exits as needed or on request to maintain areas in safe and useable conditions. **Vendor is responsible for shoveling of building entrance, exits, and walkways, all of which must be clean, and remain ice-free.** The Contractor shall maintain a bare pavement policy on all areas.
11. Salt/sand barrels shall be placed at all building entrances and exits. These barrels shall be removed by May 15th of each year.

EXHIBIT A - PART ONE
SCOPE OF SERVICES (cont'd.)

12. Spring cleanup will consist of removing all sand brought in by seasonal salting & sanding, including sand that was pushed on to the lawns by the snow plow.
13. All damages must be repaired by contract end, which is May 15th of each year of the contract, and inspection and approved, by a Liquor Commission representative before final payment is made.
14. The Contractor shall furnish trucks, rubber tired front-end loaders; salt/sand spreaders and other equipment, i.e., frame, hoists, and plows as specified herein suitable for snow plowing, snow removal, ice removal, and salting/sanding. The Contractor shall furnish with each separate piece of equipment, capable licensed drivers in sufficient numbers so as to operate the equipment efficiently. He shall furnish additional drivers to relieve the regular drivers when extended periods of work require.
15. The equipment, before being accepted for actual work, must be in proper mechanical conditions, and fully equipped as required, for efficient operation; must be properly registered and insured in accordance with the laws of the State of New Hampshire; and be equipped with accessories as required to meet the existing traffic conditions.
16. After contracts have been awarded, the contractor must contact, the Maintenance Engineer at 271-1710 to set-up a meeting to review final site requirements. At this meeting the contractor will receive specific instructions, and must provide a list of contact persons and telephone numbers.
17. The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to plow and clear all accumulating snow. Make safe all entries and exits of the buildings from ice, and remove or scrape to eliminate all ice build-up for New Hampshire State Liquor Store buildings and Parking area. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor, and equipment to be done and furnished under this contract, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein.
18. The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. He shall in no way be relieved of his responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is different from what was estimated or expected, or account of the weather, elements or other causes.
19. The Contractor shall conduct his work so as to interfere as little as possible with State business. He shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
20. The Contractor shall employ only competent people to do the work, and whenever the Contracting Officer shall notify the Contractor that any person working, in their opinion, is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be replaced and shall not be again employed except with the consent of the State.
21. The State reserves the right to hire equipment other than the Contractor if the Contractor's equipment does not report ready for service within one (1) hour of the time ordered. When such equipment, other than the Contractor's is employed, any expense incurred above the contract price shall be borne by the Contractor and such additional expense shall be deducted from any money due the Contractor.
22. The contractor agrees to hold the State of New Hampshire Liquor Commission harmless from liability arising out of injuries of damage caused while performing this service. Agreeing that any damage or injury to buildings, materials, equipment, or property during the performance of this service will be repaired at the contractor's expense.
23. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract.

EXHIBIT A - PART ONE
SCOPE OF SERVICES (cont'd.)

24. The Liquor Commission reserves the right to terminate this contract at any given time with a 30 day written notice.

B. INVOICING:

1. All invoices must include detail of work performed, dates and location of service and prices. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the New Hampshire State Liquor Commission business office.
2. Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.
3. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the RFP. The State of New Hampshire Liquor Commission does not pay late charges or interest.

C. PAYMENT:

1. Payment for work performed will be made in four (4) installments; the first payment will be 10% of the total annual price and the final three payments will be 30% of the total annual price.
 - 1st payment 10% with an invoice dated November 30th.
 - 2nd payment 30% with an invoice dated January 30th.
 - 3rd payment 30% with an invoice dated March 30th,
 - 4th payment 30%, this payment will be held until all work has been completed including spring cleanup, which must be reviewed and approved by a liquor representative.
2. Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.
3. Unless otherwise noted on the proposal, payment will be due thirty (30) days after invoicing. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the RFP. The State of New Hampshire Liquor Commission does not pay late charges or interest.

D. INSURANCE:

1. The bidders shall furnish to the Contracting Officer, prior to the start of any work, insurance certificates for comprehensive general liability, automobile liability and worker's compensation in accordance with the following:
 - a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$100,000 per claim and \$1,000,000 per incident; and
 - b. Fire and extended coverage insurance covering all property which has been received from the State or purchased with funds provided for that purpose under this agreement.
 - c. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

E. BIDS

1. If sub contractors are to be utilized, please include information regarding the proposed subcontractors including the name of the company, their address and three references with contact personnel for each sub-contractor.
2. Bidders shall take careful note that only material contained in their proposal shall be criteria for contract award consideration. Bids should encompass all criteria set forth in this RFP.

EXHIBIT A - PART ONE
SCOPE OF SERVICES (cont'd.)

3. Bids will be made public at the time of the opening and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall only be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.
4. The time and effort expended in bid preparation is entirely the responsibility of the bidder.
5. Before submitting a bid, each vendor is encouraged to visit the sites and be familiar with the equipment and pertinent local conditions, such as location, accessibility and general character of the buildings. The act of submitting a bid is to be considered full acknowledgement that the vendor has inspected the sites and is familiar with the conditions and requirements of these specifications. Arrangements to look at these locations must be made prior to bidding by contacting the maintenance engineer, John Tower, at telephone number 271-1710.
6. All Bidder correspondence and submittal shall be sent to :

State of New Hampshire
Liquor Commission
P. O. Box 503
Concord, NH 03302-503
Attn: Tina Demers

Questions can also be sent via e-mail to tdemers@liquor.state.nh.us.

F. NON-COMMITMENT OF THE STATE:

1. The solicitation of bids by this RFP does not commit the State of New Hampshire Liquor Commission to award a contract or to pay costs incurred in the preparation of a bid proposal.
2. The State of New Hampshire Liquor Commission reserves the right to accept, reject any or all proposals received in response to this RFP, or to cancel this RFP entirely if it is in the best interest of the State.
3. The State of New Hampshire Liquor Commission reserves the right to waive any informality in bid proposal content. However, failure to furnish all information requested may disqualify the bid.

G. TERMINOLOGY:

1. "Contractor" refers to any individual, partnership or agency which responds, in writing, to this RFP. "State refers to the State of New Hampshire; "NHSLC" refers to the New Hampshire State Liquor Commission.
2. "Contract" is the resulting contract entered into between the NHSLC and the successful Bidder.

H. TERM:

1. The contract shall be effective upon Governor and Executive Council Approval through September 30, 2008. Upon completion of the terms this contract could be extended at the option of the State for an additional two-year term upon approval of the Governor and the Executive Council of the State of New Hampshire.

I. EVALUATION CRITERIA:

1. The Liquor Commission will evaluate the bid proposals received in response to the RFP. The bid proposals must include specific responses for each item.
2. The Liquor Commission will select the bid proposal most advantageous to the State for award; the resulting contract to be executed by the Commission subject to approval by the Attorney General's Office and Governor and Executive Council, as required.
3. Failure of the bidder to provide any information requested by the RFP may result in disqualification of the bid.

EXHIBIT A - PART ONE
SCOPE OF SERVICES (cont'd.)

4. The criteria to be used in the evaluation of the bid proposals is as follows:
 - a. The ability of the bidder to meet the minimum specified requirements contained in Exhibit A – Part 1.
 - b. The overall costs of the proposal satisfying the requirements contained in Exhibit A.
5. Bids will only be considered from Contractors that have a minimum of three years of successful experience providing snow and ice removal services. The Contractor shall be required to demonstrate that they have successfully completed these type services for clients of the same size and magnitude for a minimum of three years. Failure to demonstrate this experience will be grounds for bid rejection.
6. The Commission will make the decision for selection of a Bidder. Proposals will be evaluated for purpose of award by the New Hampshire Liquor Commission. The selected Bidder will be notified in writing.
7. The New Hampshire State Liquor Commission may cancel this RFP, or reject proposals at any time prior to an award.
8. Bid award for the services requested under these specifications will be based upon capacity to perform, capacity of the state to monitor and enforce performance, availability of resources to perform services, and price.
9. Any agreement that may result from this proposal shall not be binding on either party until it has been approved by the New Hampshire Attorney General's Office and the Governor and Executive Council.

J. AWARD:

1. The bid shall be awarded to the lowest bidder meeting all the specifications listed within. The gross bid must be the exact additive total of the bid for all requirements, no partial bids will be considered. The State reserves the right to remove one or more locations from the project at the price quoted in the bid with the remaining locations serviced at the individually quoted prices.

EXHIBIT A - PART ONE
SCOPE OF SERVICES (cont'd.)

- K. CONTRACTOR'S REPRESENTATIVES:** The Contractor shall be required to supply the Contracting Officer with the name and telephone number of the Contractor's representative who will be on call incase of emergency twenty-four (24) hours a day.

Name, address, and telephone number of Contractor's agent who is on twenty-four-(24) hour call.

Name: _____

Address: _____

Telephone #: _____

- L. REFERENCES:** Please list three references and contact persons that your firm has performed similar work for.

1. _____

2. _____

3. _____

EXHIBIT A - PART TWO
CONTRACTOR INFORMATION

EQUIPMENT INVENTORY LIST

List of equipment proposed to be furnished by the undersigned on this proposal for snow plowing, snow and ice removal, salting and sanding.

<u>TRUCKS</u>	<u>QUANTITY</u>	<u>YEAR & MAKE</u>	<u>CAPACITY</u>	<u>BLADE SIZE</u>	<u>REG. #</u>
GVW 12,000 lbs. Trucks	_____	_____	_____	_____	_____
GVW 10,000 lbs. Trucks	_____	_____	_____	_____	_____
GVW 8,500 lbs. Trucks	_____	_____	_____	_____	_____
Rubber Tired Front end Loaders, 2 c.y.	_____	_____	_____	_____	_____
Rubber Tired Front end Loaders, 3/4 c.y.	_____	_____	_____	_____	_____
Salt/Sand Spreaders	_____	_____	_____	_____	_____

Other Equipment: _____

EXHIBIT B
BIDDER'S RESPONSE SHEET

Store Number & Location	Store Hours	(A-1)	(B-1)	(C-1)	(D-1)
		FY 2006	FY 2007	FY 2008	Total
		11/01/2005 - 05/15/2006	11/01/2006 - 05/15/2007	11/01/2007 - 05/15/2008	Contract
	Sunday	Cost Per Year	Cost Per Year	Cost Per Year	Cost
Liquor Store #15 6 Ash Brook Court Keene, NH Tel #: 352-1568 Manager: Christine Keefe	Open: 9:00 am Close: 8:00 pm Sunday 10:00am - 6:00pm	_____	_____	_____	_____
Liquor Store #34 417 South Broadway Salem, NH Tel #: 898-5243 Manager: Jim Haggis	Open: 9:00 am Close: 9:00 pm Sunday 9:00am - 6:00pm	_____	_____	_____	_____
Liquor Store #46 46 No. Main Street Ashland, NH Tel. #: 968-7556 Manager: Rick Risteen	Open: 10:00 am Close: 5:30 pm (CLOSED ON SUNDAYS)	_____	_____	_____	_____
Liquor Store #62 - Raymond Raymond Shopping Ctr, Route 27 Raymond, NH Tel. #: 895-2286 Manager: Stacy McKissick	Open: 10:30 am Close: 5:30 pm (CLOSED ON SUNDAYS)	_____	_____	_____	_____
Liquor Store #69 - Nashua 27 Coliseum Avenue Nashua, NH Tel. #: 882-4670 Manager: Craig Boudreau	Open: 9:00 am Close: 9:00 pm Sunday 10:00am - 6:00pm	_____	_____	_____	_____

Appointments to view the listed locations must be made with the maintenance engineer, John Tower, who can be reached at 271-1710.

ATTACHMENTS TO BE INCLUDED WITH BID RESPONSE

A. Sample Packet of Documents:

1. Certificate of Insurance: This certificate is obtained from the Contractor's Insurance Company. One Original and two copies should be returned with Contractor's Response Sheet. The amount of insurance should reflect the requested levels of the RFP.
2. Certificate of Authorization/Good Standing: This document may be obtained through the Secretary of State's Office located in the State House, 107 North Main Street, Concord, NH 03301, 603-271-3242. One Original and two copies should be returned with the Contractor's Response Sheet.
3. Certificate of Authority/Existence: This is merely a form on your company's letterhead stating the individual signing the contract is authorized to enter into contracts on behalf of the company. Standard forms available upon request. One Original and two copies should be returned with the Contractor's Response Sheet.

NOTE: These forms will be REQUIRED during contract signing. We ask that you provide them during the bid submission if possible, or be prepared to furnish them during contract signing.